

ORDINANCE NO. 20071101-035

AN ORDINANCE GRANTING ALASKA NATIVE BROADBAND 1 LICENSE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, A NON-EXCLUSIVE LICENSE TO INSTALL AND OPERATE A WIRELESS COMMUNICATIONS STATION AND RELATED EQUIPMENT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. GRANT OF LICENSE.

SECTION 1. RECITALS.

- (A) The City owns or otherwise controls a property with certain improvements (collectively, the "Property") dedicated to the use as a street median, known as 11609 ½ Metric Boulevard in Austin, Texas, as depicted on Exhibit A
- (B) The City grants to Alaska Native Broadband 1 License, LLC, a Delaware limited liability company, ("Licensee") a non-exclusive License to install and operate a wireless communications station and related equipment and accessories on the Property

SECTION 2. DEFINITIONS.

CITY REPRESENTATIVE means the Telecommunications & Regulatory Affairs Manager or designee charged with the administration of this Agreement

DAYS means calendar days

EMERGENCY means an unexpected or sudden occurrence warranting urgent and immediate action to protect lives or property, or to promptly restore communications or utility services

LICENSED PREMISES means that real property within a street median near the 11600 block of Metric Boulevard known as 11609 ½ Metric Boulevard in Austin, Travis County, Texas, and depicted as the "licensed premises" in Exhibit A

WIRELESS COMMUNICATIONS STATION ("Station") means electronic equipment, self-contained equipment cabinets, equipment buildings, wireless telephone equipment, cables, risers, and other appurtenant facilities necessary or incidental to the provision of wireless telephone service from the licensed premises

USAGE FEE means the annual use and occupancy charge payable to the City for the use of the licensed premises

SECTION 3. PURPOSE.

- (A) The City grants to Licensee a non-exclusive License to install and operate a wireless communications station, on the licensed premises, to provide wireless communication services to its customers in the Austin, Texas area
- (B) Licensee will install its station as described in Exhibit B principally by using the ground space within and adjacent to the existing electricity transmission tower to house related improvements and equipment. The Licensee is responsible for all costs associated with the installation of Licensee's station
- (C) Licensee shall enclose the licensed area with fencing, and install all necessary station facilities within this designated area. Station facilities include all weatherproof cabinets and any and all other related devices
- (D) Licensee is granted the exclusive use of only that portion of the licensed premises necessary to the installation and function of Licensee's station and related equipment. This license does not grant Licensee use of or access to City buildings or any other improvements located on the licensed premises without advance written consent of the City. The City will not interfere with Licensee's operations except in the event of an emergency. Non-emergency interference will result in a material breach of this agreement by the interfering party. The breach may be cured only if the responsible party immediately terminates the interference
- (E) The City retains priority over all uses of the licensed premises. If a City's use of the licensed premises conflicts with an actual or proposed use by the Licensee, the City's use maintains priority
- (F) The City retains ownership and control over the licensed premises. No payment remitted by the Licensee creates any ownership right, title, or interest in the premises
- (G) Nothing in this agreement limits the City's right to enter the licensed premises at any time to maintain, repair, or replace City facilities, or to conduct any official City business
- (H) Licensee is granted a non-exclusive license to use the licensed premises. Nothing in this agreement limits the use of the licensed premises by another licensee, and does not limit the City's right to grant additional licenses to the premises so long as Licensee's rights and privileges are not adversely affected

SECTION 4. COMPLIANCE WITH LAWS.

- (A) The Licensee must conform its use of the licensed premises to all applicable Federal, State, and local laws, rules, and regulations, including rules governing the placement of wireless communications service equipment. Licensee must also comply with all provisions of any other agreement it may have with the City for infrastructure usage, including, but not limited to the Infrastructure Usage Agreement between the City and Licensee dated February 14, 2006.
- (B) Nothing in this license exempts the Licensee from obtaining licenses, permits or other authorizations as required to provide service or to use, operate or maintain its station. If Licensee is denied any required license, permit or authorization, Licensee may terminate this license and any other permit predicated upon the grant of such license, permit or authorization. However, the City will not refund any usage charges paid in advance if Licensee terminates under this section.
- (C) Licensee shall construct, install, use, operate and maintain its station in a manner that does not interfere, either physically or electronically, with the use of the licensed premises by the City or other Licensees. If interference does occur, Licensee shall use its best efforts to promptly eliminate the interference, including as necessary the replacement, relocation or modification of its station. If the interference cannot be eliminated within a reasonable time, then either party may terminate this agreement upon thirty days' written notice without incurring any liability to the other party because of the termination. If the agreement is terminated under this section, Licensee shall be entitled to a pro-rata refund of any pre-paid but unearned usage fees. Use of the licensed premises by a subsequent licensee may not interfere, either physically or electronically, with the use of the licensed premises by Licensee.

SECTION 5. ESTABLISHING USE.

- (A) The City expressly disclaims all express or implied warranties regarding the licensed premises and its condition or fitness for any purpose, including the actual or proposed use by the Licensee. The City makes no claim as to the propriety or suitability of the licensed premises for the proposed use by the Licensee. Licensee accepts the licensed premises **AS IS, WHERE IS, and WITH ALL FAULTS**. Licensee represents that it has inspected the licensed premises, and finds it acceptable for Licensee's stated purpose.
- (B) The licensed premises may not be used for any purpose whatsoever other than the purpose expressly set forth in this agreement. Any unauthorized use of the licensed

premises, or use of any additional City property or facilities other than that described in Exhibits A and B, is a material breach of this agreement

- (C) Licensee shall perform the construction, installation, use, operation, relocation, and maintenance of Licensee's station at Licensee's sole expense. The Licensee shall pay for any preparation of the licensed premises necessary to facilitate installation of its station.
- (D) Licensee is solely responsible for the security of its station. The City assumes no responsibility for the security of Licensee's station, nor makes any representation concerning the adequacy of any security measures currently in place for the City's benefit.

SECTION 6. STATION CHANGES AFTER INITIAL INSTALLATION.

- (A) Except as provided in Subsection (B), Licensee shall not change the type, nature, or location of its station or alter its use of the licensed premises without prior written consent from the City. Licensee may not install or construct any other equipment or facility on the licensed premises unless authorized by this license or by prior written consent from the City. Equipment changed or added in violation of this section constitutes a material breach of the agreement. The City may require an additional fee before approving a change or addition to the station.
- (B) Licensee is not required to obtain prior consent from the City for
 - (1) changes incident to routine maintenance and repair of its facilities,
 - (2) changes necessitated by an emergency,
 - (3) changes required by the City, or
 - (4) removal of its station from the licensed premises
- (C) Licensee must provide the City written notice identifying all changes no later than the 10th day after initiating the change.
- (D) The Licensee shall remove, relocate, or alter its station and any other equipment on the licensed premises when the City determines that removal, relocation, or alteration is reasonably necessary to avoid interference (either physical or electronic) with City equipment, with other licensed uses in existence on the effective date of this license, to accommodate changes to the licensed premises, or to allow redevelopment of the licensed premises. The Licensee must remove, relocate, or alter its station or equipment no later than the 30th day after the City

sends written notice to the Licensee. However, in case of an emergency as determined by the City and after verbal notice to the Licensee, the City may remove, relocate, or alter Licensee's station or equipment without incurring liability. The Licensee shall pay all removal or relocation expenses. If Licensee is required to relocate, remove, or alter its station or equipment, Licensee may elect to terminate this agreement and receive a pro-rata refund of all unapplied usage fees prepaid to the City.

- (E) Licensee, at Licensee's expense and risk, shall relocate its station to allow for redevelopment of the licensed premises if requested to do so in writing by the City.
- (F) If the Licensee must relocate its station due to redevelopment of the licensed premises, the City will use its best efforts to locate a substitute location suited to the Licensee's intended use.
- (G) If the Licensee does not remove, relocate or alter its station on or before the 30th day after the City sends written notice, the City may remove, relocate, or alter the Licensee's station or equipment at the Licensee's sole risk and expense. The Licensee shall pay the City the full cost of performing such work, including overhead, general, and administrative expenses.
- (H) The Licensee shall remove, relocate, or alter its station if the City determines that removal, relocation, or alteration is reasonably necessary to avoid interference (either physical or electronic) with a use licensed after the execution of this license if Licensee's use and operation of its station and equipment, and the quality of its wireless service is not materially impaired. The licensed use that benefits from such change shall pay the Licensee the full cost of performing such work, unless otherwise negotiated by the parties.
- (I) The City may use, change, operate and maintain the property in and around the licensed premises as the City determines is necessary to its original intended use. The City shall not be liable to the Licensee for any damage to or interference with the use, maintenance, or operation of Licensee's station that result from the City's use, maintenance or operation of the licensed premises. If Licensee fails or refuses to change, alter, improve, or move its station on or before the 30th day after receiving written notice from the City (or as otherwise provided in such notice), the City shall have the right (but not the obligation) to perform such work at Licensee's sole risk and expense. Licensee shall pay the City upon receipt of invoice for the City's full cost for performing such work including overhead, general, and administrative expenses.
- (J) The Licensee has the right to terminate this license without penalty if the City's use, maintenance or operation of the licensed premises has a materially adverse

effect on the operation or use of the Licensee's facilities and equipment. Licensee may terminate the license and receive a refund of a pro-rata share of unearned usage fees prepaid to the City only if the City received written notice of the termination.

SECTION 7. LICENSE OPERATIONS.

- (A) All work performed by or on behalf of Licensee on the licensed premises shall be done in a good and thoroughly workmanlike manner, consistent with the best industry practices and according to all applicable Federal, State and local laws, rules and regulations. Licensee and its contractors shall employ only orderly and competent workers for all work conducted in, on or over the licensed premises. Licensee and its contractors shall comply with all City safety practices and procedures. Workers may not possess any weapon, or use, possess or be under the influence of any alcoholic or other intoxicating beverage, illegal drug or controlled substance while on the licensed premises. Anyone performing service for the Licensee who violates this provision shall be removed and may not return to the licensed premises.
- (B) Licensee has a right of access to the licensed premises throughout the term of this agreement. The City may, in cooperation with the Licensee, designate an access route that must be used when entering the licensed premises.
- (C) Licensee shall pay all taxes and assessments levied on its station. No lien may be filed against the licensed premises because of any claim or dispute against the Licensee. If a lien is filed against the licensed premises, Licensee agrees to promptly pay or bond whatever amount is necessary to discharge the lien and pay all fees and other expenses associated with the claim.
- (D) The City shall provide access to electrical service on the licensed premises. Licensee shall be solely responsible for the costs of establishing, maintaining, and receiving electrical and any other utility service directly attributable to operation of Licensee's station.
- (E) Licensee must remove daily all construction debris and trash remaining after work is completed, leaving the licensed premises in the same clean condition as it appeared prior to performing the work. If Licensee fails to leave the licensed premises in a condition satisfactory to the City, the City may perform the clean up and removal work. The Licensee shall reimburse the City for the full cost of performing such activity immediately upon receipt of an invoice.

SECTION 8. INDEMNITY REQUIREMENTS.

Licensee shall indemnify, defend, and save harmless the City, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation, or other entity, arising from Licensee's construction, operation or management of its Wireless Communications Station, or arising from any act of negligence of Licensee, or any of its agents, contractors, servants, employees, or licensees, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon, except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence or intentional acts or omissions of the City, its officers and employees. In the event a claim allegedly arises from the concurrent fault of both the City and Licensee, Licensee must indemnify the City to the full proportionate extent to which Licensee is found to be responsible. The City shall promptly notify Licensee of any claim or cause of action which may be asserted against the City relating to or covering any matter against which Licensee has agreed, as set forth above, to indemnify, defend and save harmless the City. Licensee reserves the right, but not the obligation, to employ such attorneys, expert witnesses and consultants as it deems necessary to defend against the claim or cause of action. Licensee shall have the right to investigate, defend and compromise all claims referred to herein after conferring with the City's Law Department. It is understood that it is not the intention of either the City or Licensee to create any liability, right or claim for the benefit of third parties and this license agreement is intended and shall be construed for the sole benefit of the City and Licensee.

SECTION 9. INSURANCE REQUIREMENTS.

- (A) Licensee shall at all times during the term of this agreement carry insurance to protect Licensee and the City against any and all claims, demands, actions, judgments, costs, expenses, or liabilities of every kind which may arise, directly or indirectly, from or by reason of losses, injuries, or damages described in this agreement. Companies duly licensed by the State of Texas, with an AM Best rating of A or higher, must provide insurance.
- (B) At a minimum, Licensee shall carry and maintain, at a minimum, the following coverage:
 - (1) Commercial General Liability coverage in the minimum amount of \$1,000,000 per occurrence,
 - (2) Worker's Compensation coverage with statutory benefits as set forth in the Texas Worker's Compensation Act and Employer's Liability coverage of not

less than \$250,000 bodily injury per accident, \$500,000 bodily injury per disease and \$250,000 per disease per employee, and

- (3) Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000
- (C) The Commercial General Liability and Business Liability Policies shall name the City of Austin as an additional named insured. Licensee shall furnish certificates of insurance showing that the City is a named insured on each policy to the City's Risk Manager and the manager of the City's Office of Telecommunications & Regulatory Affairs. Each policy shall contain an endorsement obligating the insurer to notify the City's Risk Manager and manager of the City's Office of Telecommunications & Regulatory Affairs not less than the 30th day prior to any non-renewal, cancellation or material change in coverage. The "other insurance" clause shall not apply to the City. Each policy covering the Licensee shall be considered primary coverage for the City. Except as required by law, each policy shall contain a waiver of all rights of recovery or subrogation against the City, its officers, agents, employees, and elected officials.
- (D) Any contractor performing work or service for the Licensee on the licensed premises shall carry insurance to the same extent as provided above as a condition of gaining access to the licensed premises.

SECTION 10. USAGE CHARGES AND PAYMENTS.

- (A) Licensee shall pay to the City the following usage charge for the first year

For Licensed Premises	<u>\$5,700.00</u> for first year
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The usage charge shall be paid upon the execution of this license agreement for the upcoming twelve month period and then again on each anniversary date thereafter throughout the term of the license.

- (B) The usage charge paid by the Licensee shall increase by four percent per annum, beginning on the first anniversary of the execution date of this license agreement for the following twelve month period and each subsequent anniversary date thereafter throughout the term of the license agreement.
- (C) All monetary payments under this agreement shall be due and payable within 30 days after the anniversary date of this license agreement. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the maximum

lawful rate or one percent per month, from the due date until paid. Failure to pay any monetary obligation in full when due shall constitute a material default of this agreement.

SECTION 11. TERM.

- (A) The initial term of this agreement is five years unless terminated sooner under Section 12.
- (B) The Licensee has the right to renew the agreement for four additional terms of five years each if not in default at the end of each five year term. Renewal is automatic on the anniversary of the effective date under the same terms and conditions, except for an increase in the usage charge as provided above.
- (C) The Licensee shall provide notice to the City at least 90 days prior to exercising its right to renew for an additional term.

SECTION 12. MUTUAL TERMINATION, SUSPENSION, TERMINATION BY DEFAULT.

- (A) Mutual Termination Either party may terminate this agreement at any time during the term, but only if written notice of termination is delivered to the non-terminating party at least one year prior to the termination date. No liability shall result for either party if the agreement is terminated under this section. If the termination is initiated by the City, the Licensee is entitled to a pro-rata refund any unearned usage charges prepaid to the City. No refund is due if the termination under this section is initiated by the Licensee.
- (B) Suspension The Licensee may have all rights under this License suspended if the Licensee does not remit a required payment by the 10th working day after the due date, or does not timely perform a material obligation under this License. The City must send the Licensee a written notice of suspension, listing any action the Licensee must take to have the suspension lifted. During the suspension, the Licensee may operate and maintain its station, but may not (1) add to, modify, remove, or alter any of its existing facilities, or (2) install or construct new facilities. The City shall also suspend the review or approval of any pending permit applications.
- (C) Termination by Default
 - (1) A default occurs when

- (a) either party commits a material breach of this agreement,
 - (b) either party fails to make a required payment when due, and no payment has been received by the 30th day after written notice of non-payment was issued,
 - (c) either party fails to substantially perform a material obligation under this agreement, and no performance has taken place by the 30th day after written notice of the failure was issued,
 - (d) the Licensees' license from the Federal Communications Commission has expired, been revoked or has terminated, and the license has not been restored or renewed by the 60th day after notice was sent by the City, or
 - (e) the Licensee makes an assignment for the benefit of creditors, appoints a receiver over its assets, files a petition for relief under the United States bankruptcy laws, or is the subject of an involuntary bankruptcy petition that is not dismissed by the 30th day after the filing date
- (2) If an event of default occurs, the party not in default may immediately terminate this agreement upon serving written notice to the defaulting party
- (D) If the licensed premises or any improvements contained therein are substantially destroyed by fire, storm, or other catastrophe, the City shall be under no obligation to rebuild or replace the facility. The City may instead elect to terminate this agreement by written notice to the Licensee without further obligation or liability to the Licensee. The Licensee may elect to terminate this agreement with no further liability to the City if, by the 90th day after the event, the City has not repaired the licensed premises. If the City terminates under this Section, the Licensee is entitled to a pro rata refund any unearned usage charges prepaid to the City. No refund shall be due if the Licensee terminates this agreement under this section.
- (E) Licensee shall abide by these terms until its station is removed from the licensed premises, and includes the payment of usage charges for its station. If the Licensee has not removed the station from the licensed premises by the removal date, the Licensee shall pay the City liquidated damages in the amount of one and one-half times the annual usage fee for each month that the station occupies the licensed premises after the removal date. Neither payment of the fee by the Licensee, nor the acceptance of the fee by the City, shall serve to cure the default that triggered the termination, or restore the Licensee's rights to use the licensed premises.

SECTION 13. ASSIGNMENTS.

- (A) Licensee may not assign or otherwise transfer this agreement, in whole or in part, without the prior written consent of the City. However, Licensee may mortgage any or all of its property, rights, privileges and franchises, or enter and/or assign to any parent or affiliate as a result of any merger, consolidation, or sale of its assets without obtaining such consent. In case of the foreclosure of such mortgage, or in case of such merger, consolidation, or sale of Austin area assets, Licensee's rights and obligations under this agreement pass to successors only if the City receives written notice of the foreclosure, merger, consolidation or sale, together with certified copies of the documents evidencing the succession.
- (B) A purported assignment or transfer made in violation of the provisions of this section shall not be binding upon the City, but is instead a material default of this agreement by Licensee.
- (C) The City may assign this agreement in whole or in part without the consent of Licensee to a successor entity acquiring the licensed premises occupied by Licensee's station. The City shall give Licensee written notice of the transaction not later than ten days after the closing.
- (D) Licensee's station or that of any Third Party User shall at all times be and remain its or their respective property, with the full right of removal, and shall not become subject to any liens against any other party.

SECTION 14. NOTICES.

Any notice required by this agreement must be given by one party to the other in writing and mailed or delivered to such party at the following address or to such other address as either party may from time to time designate in writing for that purpose. All notices shall be effective upon receipt. Routine communications may be sent by first class mail, telefax, or other commercially acceptable means.

CITY OF AUSTIN

Financial and Administrative Services Department
Office of Telecommunications & Regulatory Affairs
P O Box 1088
Austin, Texas 78767
Attn TARA Manager
Phone (512) 974-2999
Fax (512) 974-2416

LICENSEE

Alaska Native Broadband 1 License, LLC
c/o Cricket Communications, Inc
10307 Pacific Center Court
San Diego, CA 92121
Attn Stefan Karnavas

With copy to
Alaska Native Broadband 1 License, LLC
c/o Cricket Communications, Inc
10307 Pacific Center Court
San Diego, CA 92121
Attn Legal Department – Real Estate

SECTION 15. MISCELLANEOUS PROVISIONS.

- (A) Integration This agreement constitutes the entire understanding of the parties relating to the use of the licensed premises no modification or waiver shall occur unless in writing, signed by both parties
- (B) No Waiver The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, and shall remain at all times in duly force and effect
- (C) Headings The descriptive headings of the provisions of this agreement are intended to be used only for the convenience of the parties, and do not affect the meaning or construction of any provision
- (D) No Third Party Beneficiary There is no third party beneficiary to this agreement, and the provisions of this agreement shall not impart any rights enforceable by any person not a party, successor, or assign to this agreement

- (E) Applicable Law The parties to this agreement intend that the laws of the State of Texas shall govern all disputes that may arise from, out of, under or respecting these terms and conditions, concerning the rights or obligations of the parties, or respecting any performance or failure of performance by either party. The parties further agree that venue shall lie exclusively in Travis County, Texas
- (F) Future Amendment Either party may propose amendments intended to address any substantially changed or unforeseen circumstances relevant to the performance of the agreement or the use, maintenance or operation of the station. Such changes, on the agreement of both Parties, may be approved administratively by the Telecommunications and Regulatory Affairs Division of the City's Financial and Administrative Services Department. Neither party, however, shall ever be obligated to propose, consider or accept any amendment.
- (G) Redevelopment If the City contemplates redeveloping the licensed premises in a manner that requires the removal of Licensee's station, the City will give Licensee at least six months in advance written notice of such required relocation and will use its best efforts to relocate the station on or within the existing or proposed improvements situated at the Property. If the City and Licensee cannot agree on a location at the Property to relocate the station, the City will use its best efforts to relocate the station on other City owned property located near the Property. The Licensee is responsible for all costs associated with relocating the station whether on the property or elsewhere. In the event that the station is relocated to other property owned by the City, the City and Licensee agree to either amend this agreement or enter into another agreement on the same terms and conditions for the new location. In the event that the City designates a relocation site unacceptable to Licensee, Licensee may terminate this agreement effective on or before the date of such required relocation and remove the station. Licensee will receive a pro-rata refund of all unapplied usage fees prepaid to the City, and all rights and responsibilities under the agreement are terminated. If the City and Licensee agree on an alternative location that Licensee later determines is unacceptable for technical considerations, Licensee may terminate this agreement no sooner than 60 days after written notice is sent to the City. Licensee shall, after removing its station, receive a pro rata refund of all unapplied usage fees prepaid to the City. All other rights and responsibilities under the agreement are terminated.

PART 2. ACCEPTANCE OF LICENSE.

Licensee shall file with the City Clerk a statement accepting the terms of this license before the effective date of this ordinance. Licensee is ineligible to receive a permit of any kind from the City until and unless the City Clerk receives the properly executed acceptance.

PART 3. For the purposes of this License, the City waives Chapter 14-11, Division 3
(*License for Private Use of Public Property*) of the City Code

PART 4. This ordinance takes effect on November 12, 2007.

PASSED AND APPROVED

November 1, 2007

§
§
§

Will Wynn
Mayor

APPROVED: _____
David Allan Smith
City Attorney

ATTEST: _____
Shirley A. Gentry
City Clerk

Exhibit A

(LICENSE AGREEMENT)

LEGAL DESCRIPTION

LEGAL DESCRIPTION OF A 160 SQUARE FEET TRACT OR PARCEL OF LAND OUT OF THE JOHN BROOKE SURVEY, ABSTRACT NUMBER 59 IN TRAVIS COUNTY, TEXAS, LYING WITHIN A 100 00 FOOT WIDE ELECTRIC TRANSMISSION AND TELEPHONE EASEMENT (3 96 ACRES) GRANTED FROM RICHARD S GRACY, JR AND HELEN GRACY SMITH TO THE CITY OF AUSTIN, DATED OCTOBER 17, 1968, AS DESCRIBED IN DEED RECORDED IN VOLUME 3863, PAGE 1976, DEED RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF METRIC BOULEVARD HAVING BEEN DEDICATED FOR RIGHT-OF-WAY PURPOSES AS LOT 4, METRIC BLVD MULTI-FAMILY SECTION 1, DATED NOVEMBER 23, 1982, RECORDED IN BOOK 83, PAGES 13 & 14, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH

COMMENCING at a 1/2 inch iron rod found inside of said 100 00 foot wide Electric Transmission and Telephone Easement, at the intersection of the easterly right-of-way line of Metric Boulevard (a variable width R O W at this point) and the most west northwest corner of a 5 73 acre tract called Metric Blvd Multi-Family Lot 2, Section I, dated November 23, 1982, recorded in Book 83, Page 14, Plat Records, Travis County, Texas, also being the end of a curve return of the southerly right-of-way line of Gold Wing Drive (a 64 00 foot wide R O W), same point of commencement bears South 28 degrees 03 minutes 44 seconds West, a distance of 94 37 feet from a 1/2 inch iron rod found at the most westerly southwest corner of Lot 3, Metric Blvd Multi-Family, Section 1 (a 9 38 acre tract of land) as recorded in Volume 83, Pages 13-14 of the Plat Records, Travis County, Texas,

THENCE North 78 degrees 18 minutes 49 seconds West, departing said intersection of the easterly right-of-way line of said Metric Boulevard and the southerly right-of-way line of said Gold Wing Drive, into the interior of said Metric Boulevard, same being the interior of said 100 00 foot wide Electric Transmission and Telephone Easement, a distance of 65 27 feet to a 1/2 inch iron rod set having Texas State Plane Coordinate (Texas Central Zone, NAD83 (CORS), U S Feet value of N=10117316 508, E= 3124779 731 at the southeast corner of the herein described license area for the POINT OF BEGINNING hereof, same point being in an existing wrought iron fence,

THENCE continuing through the interior of said 100.00 foot wide Electric Transmission and Telephone Easement (3.96 acres), same being the interior of said Metric Boulevard, the following four (4) courses

- 1 (L1) North 80 degrees 47 minutes 10 seconds West, along the north line of said existing wrought iron fence, a distance of 16.00 feet to a 1/2 inch iron rod set at the southwest corner of the herein described license area,
- 2 (L2) North 09 degrees 12 minutes 50 seconds East, leaving said existing wrought iron fence, a distance of 10.00 feet to a 1/2 inch iron rod set at the northwest corner of the herein described license area,
- 3 (L3) South 80 degrees 47 minutes 10 seconds East, a distance of 16.00 feet to a 1/2 inch iron rod set at the northeast corner of the herein described license area,
- 4 (L4) South 09 degrees 12 minutes 50 seconds West, a distance of 10.00 feet to the POINT OF BEGINNING, hereof, and containing 160 square feet or 0.0037 acre of land more or less

BEARING BASIS NOTE

The bearings described herein are Texas State Plane Grid bearings (Texas Central Zone, NAD83(CORS)). The reference for this project is two 1/2 inch iron rods found at the easterly right-of-way line of said Metric Boulevard having a grid bearing of South 28 degrees 03 minutes 44 seconds West, and a surface distance of 94.37 feet

References TCAD 2-5115 and City of Austin Grid L-33

1/2 HP
GRID COORDINATES
10117386 5898
N = 3174808 0378

LEASE AREA LINE TABLE		
NUMBER	DIRECTION	DISTANCE
1	N 87°41'10" E	10.00
2	N 09°17'30" E	15.00
3	S 80°43'10" W	10.00
4	S 09°17'30" W	10.00

LOT 3
METRIC BLVD MULTI-FAMILY
SECTION 1
AUSTIN TRAVIS COUNTY TEXAS
5.73 AC
VOL 83 PG 5 13-14
P.1 C.T.

BLARING MATIS
5.2803 AC
P.1 C.T.

100 CITY OF AUSTIN
ELEC. & TEL. EASEMENT
AUSTIN TRAVIS COUNTY TEXAS
TRAVIS 3865 PG 1978
VOL. P.1 C.T.

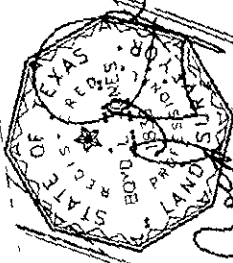
LOT 2
METRIC BLVD MULTI-FAMILY
SECTION 1
AUSTIN TRAVIS COUNTY TEXAS
5.73 AC
VOL 83 PG 5 13-14
P.1 C.T.

P.O.B. AREA
COORDINATES
10117386 5898
N = 3174808 0378

LEGEND

1/2 HP
GRID COORDINATES
10117386 5898
N = 3174808 0378

LOT 4
METRIC BLVD MULTI-FAMILY
SECTION 1
AUSTIN TRAVIS COUNTY TEXAS
5.73 AC
VOL 83 PG 5 13-14
P.1 C.T.



EXISTING AUSTIN
ELECTRIC TOWER

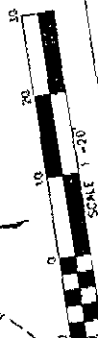
10x16 LICENSE AREA
180 SF - 0.0037 AC

METRIC BLVD MULTI-FAMILY
SECTION 1
AUSTIN TRAVIS COUNTY TEXAS
5.73 AC
VOL 83 PG 5 13-14
P.1 C.T.

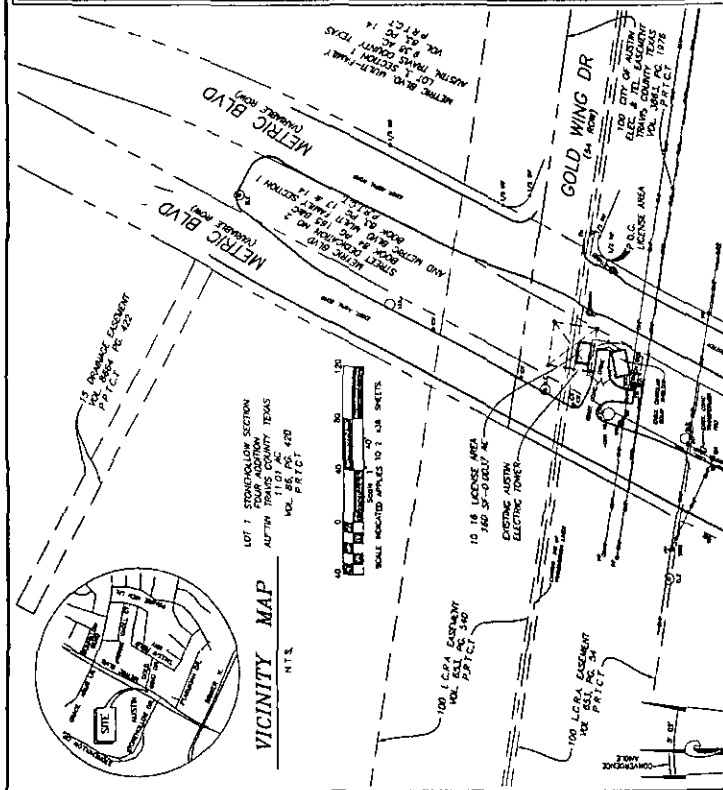
METRIC BLVD
(VARIABLE ROW)

LICENSE AREA

SCALE 1"=20'



SCALE 1"=20'



LEGEND		SURVEY	
◇	POWER PILL	200	
◇	OUT-AND-IN	200	
◇	TELEPHONE	200	
◇	WATER MAIN	200	
◇	FIRE HYDRANT	200	
◇	TOWER	200	
◇	TOWER CONTROL	200	
◇	RAIL PILL	200	
◇	ROAD AND SET	200	
◇	WATER MAIN	200	

[illegible][illegible]

LEGAL DESCRIPTION


[illegible]

Consulting, Inc.
ENGINEERS / SURVEYORS
(977) 308 1024

REVISION

CITY REVIEW
CITY REVIEW

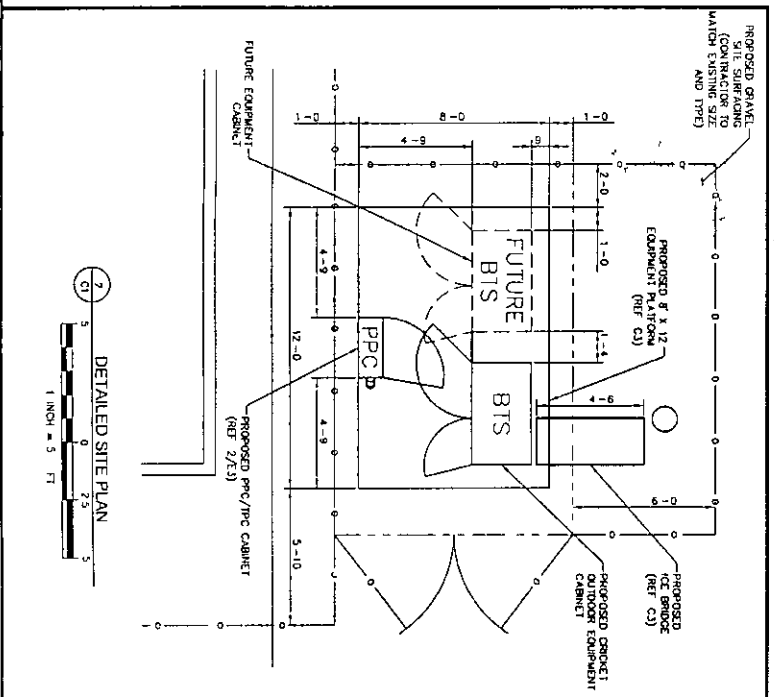
NO	DATE
2	06 24-07




Y-METRIC

SITE # AUS-038-A
SITE NAME: AUSTIN ENERGY
1809 1/2 METRIC BLVD

LFC INC
17314 SH 249 SUITE 230
HOUSTON TEXAS 77064
PHONE 281.807.1441
FAX 281.807.4188



SET ISSUED FOR REVIEW 07/19/08 CONSTRUCTION 02/07/09	REVISIONS		PROJECT NUMBER 4020 169	SITE NAME METRIC	SITE NUMBER AUS 038-A	SITE ADDRESS 11000 N. 10TH AVE. AUSTIN, TX 78758	DESIGN TYPE CO-LOCATE	 cricket <small>CONSTRUCTION</small>	SITE PLAN	C1
	NO	DATE DESCRIPTION								